



STATE OF TENNESSEE  
**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**  
DIVISION OF WORKFORCE SERVICES  
220 French Landing Drive  
Nashville, TN 37243-1002  
(615) 741-1031

**Workforce Services Guidance– WIOA Memorandum of Understanding (MOU)/ One-Stop Service Delivery and Infrastructure Funding Agreement (IFA)**

*Note: This guidance has been amended December 1, 2017, to further clarify the definitions of required partners and additional partners, as well as additional clarification as to the fiscal contributions of partners into the American Job Center system as outlined in TEGL 17-16, pages 5-8 and page 11.*

*Page 9, section 12 has been amended February 22, 2018, to include clarification on elements that need to be included in the IFA. This section has also been amended to clarify that new signatures are not required on the MOU for changes to the IFA.*

**To:**

Local Workforce Development Boards, Chief Local Elected Officials, WIOA partners (WIOA Title I, WIOA Title II, WIOA Title III, WIOA Title IV Vocational Rehabilitation and Temporary Assistance for Needy Families (TANF) and other non-mandated partners operating in the One-Stop system.

**Effective Date: March 13, 2017, revised December 1, 2017, revised February 22, 2018**

**Duration: Until further notice**

**Subject:**

Memorandum of Understanding (MOU) and Infrastructure Agreements (IFA) among partners providing WIOA services in the One-Stop system.

**Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to define the mutually agreed upon roles and responsibilities of each partner for the operation of the Tennessee One-Stop system. Each Local Workforce Development Area (LWDA) must provide services

as required by the Workforce Innovation and Opportunity Act WIOA Title I Public Law 113-128. This includes agreements for both service delivery and financial responsibilities. This guidance is comprised of two sections (*A and B*). **Section A** pertains to service delivery and **Section B** pertains to infrastructure and budget agreements.

### **Scope:**

Adult Education (AE), American Job Center (AJC), American Job Center Access Point (AJC Access Point), Chief Local Elected Official (CLEO), Division of Workforce Services (WFS), Local Workforce Development Areas (LWDAs), Local Workforce Development Boards (LWDBs), Office of the Governor, Office of Registered Apprenticeship (RA), One-Stop Service Delivery System Operator (Operator), Regional Council (RC), Rehabilitation Services (RS), State Workforce Development Board (SWDB), Tennessee Department of Education (TDOE), Tennessee Department of Economic and Community Development (TDECD), Tennessee Department of Human Services (TDHS), Tennessee Department of Labor and Workforce Development (TDLWD), Tennessee Eligible Training Providers (TTPLs), Workforce Innovation and Opportunity Act (WIOA), Workforce System Partners (Partners), Workforce System Subrecipients (Subrecipients)

### **References:**

2 CFR 200.413, 2 CFR 200.430, 2 CFR 200.431, 20 CFR 678.410, 20 CFR 678.500, 20 CFR 678.700(a), 20 CFR 678.760, 29 CFR 37-38, 29 CFR 38.7-38.9, 34 CFR 361.410, 34 CFR 361.500, 34 CFR 361.500(b), 34 CFR 361.700(a), 34 CFR 361.760, 34 CFR 463.410, 34 CFR 463.500, 34 CFR 463.500(b), 34 CFR 463.700(a), 34 CFR 463.760, Age Discrimination Act of 1967 (as amended), Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), Civil Rights of 1964 Title VI (as amended), Education Amendments of 1972 Title IX (as amended), Nontraditional Employment for Women Act of 1991, Rehabilitation Act of 1973 Section 504 (as amended), TEGL 16-16, TEGL 17-16, WIOA Section 12, Section 121(b)(1)(A), Section 121(b)(1)(A)(i), Section 121 (b)(2), Section 121(c)(2)(A), Section 121(c)(2)(A)(iii), Section 121(c)(2)(A)(ii), Section 121(h), Section 121(h)(4), Section 121 9(e)(1)(A), Section 121(i)(1), Section 121(i)(2), Section 188

### **Background:**

The Memorandum of Understanding (MOU) is an agreement, developed and executed by the Local Workforce Development Board (LWDB), between the Chief Local Elected Official (CLEO) and the partners relating to the operation of the One-Stop system (**20 CFR 678.500**, **34 CFR 361.500**, and **34 CFR 463.500**). The management of the One-Stop system is the shared responsibility of TDLWD, LWDBs, CLEOs, the WIOA core programs, the required One-Stop partners and other entities as additional One-Stop partners (as defined at **20 CFR 678.410**, **34 CFR 361.410**, and **34 CFR 463.410**). TDLWD expects LWDAs to use a collaborative and good-faith approach to negotiations and encourages all partners to work together in developing an MOU that demonstrates the spirit and intent of WIOA. This will ensure the successful integration and implementation of partner programs in Tennessee's One-Stop

system. In addition to the services MOU, parties must agree to and utilize the individual AJC Budget Template (***TDLWD required template is attached***).

LWDAs and all partners must use the attached form to complete the MOU process. In addition, parties must use the attached template for the AJC budget.

## **Section A: Services**

### **System Overview:**

The key purpose of the MOU is to define partner roles and to establish cohesiveness across the Workforce Development System. This includes sharing of resources and referral agreements. The overall goal is to ensure efficiency within the local One-Stop system. To ensure that all partners clearly understand their respective roles and responsibilities, TDLWD requires the use of a single umbrella MOU that applies to all partners in the LWDA.

While funding is limited, WIOA partners must develop and continuously improve the One-Stop system in order to meet the needs of employers, workers, and job seekers – including those with significant barriers to employment and those participants with disabilities.

### **Required One-Stop Partner Programs (TEGL 16-16):**

The chart below identifies the required One-Stop partner programs, followed by a section on the additional partners. Attachment II of TEGL 17-16 provides a brief description of the One-Stop partner programs, along with some options for aligning and integrating service delivery through the American Job Center network.

Required Department of Labor Programs	
Adult (WIOA Title I Formula)	Senior Community Service Employment Program (Title V of the Older Americans Act of 1965)
Dislocated Worker (WIOA Title I Formula)	Trade Adjustment Assistance activities (Trade Act of 1974, as amended)
Youth (WIOA Title I Formula)	Jobs for Veterans State Grants (Chapter 41 of Title 38)
YouthBuild (WIOA Title I)	Unemployment Compensation programs
Indian and Native American Programs (WIOA Title I)	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA Title III
National Farmworker Jobs Programs (NFJP)/Migrant and Seasonal Farmworker Programs (WIOA Title I)	Reentry Employment Opportunities (REO) program (formerly referred to as the Reintegration of Ex-Offenders [ReXO] program) (Section 212 of the Second Chance Act of 2007 and WIOA Section 169)

Job Corps (WIOA Title I)	
<b>Required Department of Education Programs</b>	
AEFLA Program (WIOA Title II)	Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006
State VR program, authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV	
<b>Required Department of Health and Human Services Programs</b>	
Programs authorized under Social Security Act Title IV, Part A (TANF)	Community Services Block Grant Employment and Training Activities (Community Services Block Grant Act)
<b>Required Department of Housing and Urban Development (HUD) Program</b>	
Employment and training programs	

Required One-Stop partner programs have specific governance, operations, and service delivery roles within the American Job Center network. In accordance with **20 CFR 678.420**, **34 CFR 361.420**, and **34 CFR 463.420**, each required One-Stop partner program must:

- Provide access to its programs or activities through the American Job Center network, in addition to any other appropriate locations (i.e., affiliated or specialized sites);
- Use a portion of its funds, to the extent consistent with the relevant authorizing statute and with the Uniform Guidance at 2 CFR Parts 200, 2900, and 3474 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable) to:
  - Provide applicable career services; and
  - Work collaboratively with the State Workforce Development Board (SWDB) and LWDBs to establish and maintain the One-Stop system. This includes jointly funding the One-Stop infrastructure costs through partner contributions.
- Enter into an MOU that meets the requirements of **20 CFR 678.500(b)**, **34 CFR 361.500(b)**, and **34 CFR 463.500(b)** with the LWDB relating to the operation of the American Job Center network;
- Participate in the operation of the American Job Center network consistent with the terms of the MOU, requirements of authorizing laws and implementing regulations, Federal cost principles, and all other applicable legal requirements; and
- Provide representation on the SWDB and LWDBs as required, and participate in Board committees, as needed.



The lead State official with primary responsibility for the core program partners must be represented on both the SWDB and LWDBs. While these entities are not required to serve on LWDBs, the Departments encourage them to have a voice in key LWDB activities and notes that they are not precluded from serving on the LWDB. For example, the State entity for adult education and literacy activities may designate eligible providers to fulfill the roles and responsibilities of the required partner. Federal regulations at 20 CFR 679.320(d)(1) require that at least one eligible provider of adult education and literacy activities under Title II be on the LWDB. A Chief Elected Official (CEO) may consider an eligible provider that has been designated to carry out roles and responsibilities of the One-Stop partner from nominations for adult education and literacy membership on the LWDB.

**Additional One-Stop Partner Programs (TEGL 16-16):**

Additional One-Stop partners may include, with the approval of the LWDB and CEOs: Social Security Administration employment and training programs (i.e., Ticket to Work and Self Sufficiency programs); Department of Agriculture's Supplemental Nutrition and Assistance Program (SNAP) employment and training programs; the Client Assistance Program, authorized under Section 112 of the Rehabilitation Act of 1973, as amended by Title IV of WIOA; National and Community Service Act Programs; employment and training programs carried out by the Small Business Administration; and other appropriate Federal, State or local programs, including, but not limited to, employment, education, or training programs such as those operated by libraries, foundations, community-based organizations, or in the private sector. Partnerships with the local mental health and transportation agencies also provide opportunities to complement and streamline supportive services through the American Job Center network.

**Overview of Partners Responsibilities:**

The One-Stop partners of this MOU agree to participate in joint planning of this MOU, plan development, and modification of activities to accomplish the following:

- Accessibility of the partner's applicable service(s) to customers through the One-Stop system
- Participation in the operation of the One-Stop system, consistent with the terms of the MOU and requirements of authorized laws
- All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities
- Continuous partnership building by requiring inclusion of all partners involved in the One-Stop system
- Continuous adaption to state and federal guidelines
- Responsiveness to local and economic conditions, including employer needs
- Meet common data collection and reporting needs via Jobs4TN
- Involvement in special grant and/or pilot projects that impact a partner's shared staffing resources

- Each One-Stop system partner will co-brand through inclusion of “AJC identified” or “American Job Center” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the One-Stop system

### **Required Components of the Memorandum of Understanding:**

The following components are required elements of the MOU, which is Attachment I to this policy (**TEGL 16-16**):

- Convening of Parties to MOU – Section 1
- Purpose and Scope of MOU – Section 2
- Vision for the System – Section 3
- MOU Development – Section 4
- Name and Location of Comprehensive One-Stop Career Center(s) – Section 5
- Description of Comprehensive One-Stop Services – Section 6
- Procurement of One-Stop Operator – Section 7
- Referral Process – Section 8
- Physical Accessibility – Section 9
- Programmatic Accessibility – Section 10
- Data Sharing and Collection– Section 11
- Cost Sharing of Services – Section 12
- Duration/Amendment/Appeal Procedures – Section 13
- Renewal Provisions – Section 14
- Additional Local Provisions – Section 15
- Additional Partners – Section 16
- Other Contributions – Section 17
- Non-Discrimination and Equal Opportunity – Section 18
- Priority of Service – Section 19
- Authority and Signatures – Section 20
- Attachments – Section 21

### **Convening of Parties – Section I, Page 1 of MOU Template:**

The LWDB is responsible for convening and working with One-Stop partners to achieve consensus and informally mediate disagreements. The Local Workforce Board Chair (or designee) is responsible for providing technical assistance to new One-Stop partners and local grant recipients to ensure they are aware of elements in the MOU and One-Stop system infrastructure cost arrangement.

A LWDB may delegate its One-Stop service delivery MOU convening authority to the LWDA Director, or another designated signatory of the LWDA. This responsibility must be identified in the One-Stop service delivery MOU.

The One-Stop service delivery MOU convener is responsible for ensuring that all parties have an opportunity to fully participate in the development of the One-Stop service delivery MOU from start to finish.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing section 1.

**Purpose and Scope of the MOU - Section 2, Page 2 of MOU Template:**

Describe the general purpose and scope of the “umbrella” MOU.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 2.

**Vision for the System – Section 3, Page 3 of MOU Template:**

The Governor’s vision for the workforce system in Tennessee is outlined in the **Tennessee Combined State Plan Section II(b)**. Please fill out Section 3 using the template guidelines.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 3.

**MOU Development – Section 4, Page 5 of MOU Template:**

The MOU must be developed and negotiated with all required partners. Please follow the guidelines on page 4 of the MOU to describe this process.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 4.

**Name and Location of Comprehensive One-Stop Career Center(s) – Section 5, Page 5 of MOU Template:**

Provide the name and address of comprehensive, affiliated or specialized centers, and define any other operating titles that the LWDA assigns to each center.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 5.

**Description of the Comprehensive One-Stop Services – Section 6, Page 6 of MOU Template:**

The MOU must include a description of the services provided through the One-Stop system. The MOU also must include a description of the coordinated delivery of services in the system and methods for referring individuals between the One-Stop Operators and partners for appropriate services and activities. Complete the local service matrix— included as pages 52-58 of the MOU—indicating career services to be provided by each required partner. Check boxes are provided to indicate what services are offered by each

partner. If other services are offered by partners that are not indicated in the Career Services Matrix checkbox section, they may be added on page 55 of the MOU.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 6.

**Procurement of One-Stop Operator – Section 7, Page 11 of MOU Template:**

This section contains information about the One-Stop Operator procurement. The name of the procured One-Stop Operator will be amended at a later date. Provide the additional information requested at this time.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 7.

**Referral Process – Section 8- Page 13 of MOU Template:**

**WIOA Section 121 (c)(2)(A)(iii)** requires that each One-Stop service delivery MOU contain provisions to describe the methods of referral of individuals, among the One-Stop partners, for appropriate services and activities. Both businesses and job seekers, who are otherwise qualified, should be given the opportunity to access One-Stop system services that provide them with available partner and community resources that lead to successful outcomes. In line with WIOA's intent, TDLWD requires staff to refer the participant to appropriate partner services as a result of the initial assessment according to the needs of the individual. Methods of referral must strive towards including a coordinated and integrated approach to common intake procedures, career services, business services, and data sharing among system partners. Referral methods can include, but are not limited to, written, electronic, or phone referrals to partner programs parties to the MOU must provide specifics in the One-Stop service delivery MOU detailing how partners will refer individuals to appropriate services and activities and receive feedback on the outcome of the referral.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 8.

**Physical Accessibility – Section 9, Page 16 of MOU Template:**

Facilities must be designed, constructed, or altered so they are accessible and usable by individuals with disabilities. Evaluations of physical accessibility should take into account both external accessibility and internal accessibility. For example, evaluations of external accessibility could include a review of the availability of transportation to the One-Stop service delivery system and access into the site location via ramps, consistent with the Americans with Disabilities Act's (ADA) standards. On the other hand, an evaluation of internal accessibility could include a review of the center's access to bathrooms, adjustable work stations, and appropriate signage (including signage to meet multilingual needs).

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing section 9.

**Programmatic Accessibility – Section 10, Page 17 of MOU Template:**

A full range of services must be available to all One-Stop system customers regardless of disability or cultural background. **WIOA Section 188** requires that One-Stop systems provide programmatic accessibility. As such, One-Stop systems must provide reasonable accommodations for individuals with disabilities, administer programs in the most integrated setting appropriate, communicate with persons with disabilities as effectively as with others, and provide appropriate auxiliary aids or services **29 CFR 38.7-38.9**. It is also necessary that One-Stop Operators provide a translator or translation service for participants who are not proficient in the use of the English language. For those participants who lack access to services from a comprehensive or affiliate office, the Mobile American Job Center is available for use as well as local access points.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 10.

**Data Sharing and Collection – Section 11, Page 19 of MOU Template:**

To ensure the One-Stop system operates effectively, parties to the MOU must provide performance information in Jobs4TN that supports the achievement of performance goals. Data must be consistent with the requirements of the law and as outlined in the Tennessee Combined State Plan. All parties agree to work cooperatively, to share data to the extent necessary – and as permitted or required – by applicable statute or regulation, and enter into data sharing agreements as required in Jobs4TN. All mandatory partners must agree to meet data collection and reporting needs of WIOA via utilization of Jobs4TN. Collection of data in Jobs4TN includes the addition of activities to participants' files to ensure that all services to participants are documented, as well as the use of VOS Greeter to track the number of participants using the One-Stop system.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 11.

**Cost Sharing of Services - Section 12, Page 21 of MOU Template:**

To complete this section, see the Workforce Services Infrastructure Funding Agreement in Attachment III and the American Job Center Budget Template in Attachment II.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 12.

Consistent with 20 CFR 678.755, 34 CFR 361.755, and 34 CFR 463.755, IFAs must include the following elements:

- The period of time in which the IFA is effective (which may be a different time period than the duration of the MOU);
- Identification of the infrastructure costs budget, which is a component of the One-Stop operating budget;
- Identification of all One-Stop partners, CEO(s), and the LWDB participating in the IFA;
- A description of the periodic modification and review process to ensure equitable benefit among One-Stop partners;
- Information on the steps the LWDB, CEO(s), and One-Stop partners used to reach consensus or the assurance that the LWDA followed the SFM process; and
- A description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

**Note:** If any changes need to be made to the IFA, it is not a requirement that new signatures be obtained for the MOU.

**Duration/Amendment/Appeal Procedures – Section 13, Page 23 of MOU Template:**

The MOU must include provisions specifying its duration and the procedures for amending it, including the notice a partner must give to all other partners before amendments are made. Furthermore, there must be an explanation of circumstances where an MOU would be amended. Finally, an MOU must contain guidelines concerning the document's termination, dispute resolution between partners, and the process of appeals.

TDLWD requires that any modifications to the One-Stop service delivery MOUs must be in writing and approved by the LWDB.

The appeals process is further outlined in the TDLWD Guidance for Grievance and Complaint Resolution Procedures.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 13.

**Renewal Provisions – Section 14, Page 24 of MOU Template:**

Provide the process and timeline in which the MOU will be reviewed, including the renewal process. The MOU must be renewed at least once every three years and must provide an assurance that the parties agree to abide by the process for modification.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 14.

**Additional Local Provisions – Section 15, Page 26 of MOU Template:**

This section is optional, however this section would reflect how partners are going to adhere to additional provisions put in place by a LWDA.



If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 15.

**Other Contributions – Section 17, Page 27 of MOU Template:**

The MOU must also include contributions made to the One-Stop system by a non-partner entity, such as donations made by a local business donating computers for a learning lab. Third-party in-kind contributions made to supplement the operation of the One-Stop system must also be documented.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 17.

**Non-Discrimination & Equal Opportunity – Section 18, Page 27 of MOU Template:**

The parties must specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of:

- Workforce Innovation and Opportunity Act Section 188
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq)
- Nontraditional Employment for Women Act of 1991
- Civil Rights of 1964 Title VI (as amended)
- Rehabilitation Act of 1973 Section 504 (as amended)
- Age Discrimination Act of 1967 (as amended)
- Education Amendments of 1972 Title IX (as amended)

Parties must also adhere to requirements imposed by, or pursuant to, regulations implementing those laws – including but not limited to **29 CFR 37-38**. WIOA Final Rules specify that the decision as to which entity will be responsible for ensuring accessibility to the One-Stop system is ultimately the LWDB's to make.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 18.

**Priority of Service – Section 19, Page 28 of MOU Template:**

The following demographics are specifically targeted for services:

- Individuals with significant barriers to employment
- Displaced homemakers
- Eligible migrant and seasonal farmworkers
- Re-entry services
- Homeless individuals
- Individuals facing substantial cultural barriers
- Individuals with disabilities, including youth with disabilities

- Individuals within two years of exhausting lifetime eligibility under Part A of the Social Security Act<sup>13</sup>
- Individuals who are English language learners
- Individuals who are unemployed, including the long-term unemployed Individuals who have low levels of literacy
- Individuals without a high school diploma
- Low income individuals (including TANF and Supplemental Nutrition Assistance Program [SNAP] recipients) Native Americans, Alaskan Natives, and Native Hawaiians Older individuals Single parents (including single pregnant women and non-custodial parents) Veterans
- Youth who are in, or have aged out of, the foster care system
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Additionally there should be a plan in place in each LWDA addressing how to serve communities that lack a brick and mortar AJC with regard to outreach activities.

For the WIOA Title I Adult Program, this means that LWDBs must provide priority for training activities to individuals in the target populations. Priority must be provided in the following order:

1. Veterans and eligible spouses who are also low-income, recipients of public assistance, and/or basic skills deficient
2. Individuals, who are not veterans or eligible spouses, but meet criteria to be considered a target population
3. Veterans and eligible spouses who did not meet "first priority" conditions
4. Individuals who are not veterans and do not meet criteria to be considered a target population

The costs of operating this system, therefore, include non-personnel costs, such as facilities and technologies, in addition to personnel costs for those who deliver services directly to business and job seeker customers. Shared service costs may include funds authorized for, and may be commonly provided through, any of the One-Stop partner programs:

- Initial intake
- Assessment of needs
- Evaluation of basic skills
- Identification of appropriate services to meet needs
- Referrals to other One-Stop partners, and
- Business Services

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 19.

**Authority and Signatures – Section 20, Page 28 of MOU Template:**

All Partners to the One-Stop service delivery MOU must sign the One-Stop service delivery MOU, with witness, at the time of the execution and completion of MOU. According to **WIOA Section 121(b)(1)(A)**, required Partners are limited to those entities that carry out programs or activities within the LWDA. Likewise, those programs that have been approved as a Partner by the LWDB or CLEO must also sign. Each individual signing on behalf of a given Partner thereby certifies that he/she has the legal authority (as an agent of the Partner) to bind the Partner to the terms of the One-Stop service delivery MOU.

If additional space is needed to fill in the questions in the MOU Template, please include an attachment referencing Section 20.

**Attachments – Section 21, Page 29 of MOU Template:**

- American Job Center Budget Template (Attachment II)
  - This Attachment must be filled out in full for each Individual AJC
- Workforce Services Infrastructure Funding Agreement (Attachment III)

***Section B: One-Stop Operating Budget***

**One-Stop Operating Budgets and Costs (TEGL 17-16):**

The operating budget of One-Stop Career Centers, or AJCs, is the financial plan to which the One-Stop partners, CEO(s), and LWDB in each LWDA have agreed in the MOU that will be used to achieve their goals of delivering services in a LWDA. The MOU must contain, among other things, provisions describing how the costs of services provided by the One-Stop system and how the operating costs of such system will be funded, including the infrastructure costs for the One-Stop system (**WIOA Section 121(c)(2)(A)**, **20 CFR 678.500(b)**, **34 CFR 361.500(b)**, and **34 CFR 463.500(b)**).

The One-Stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in **WIOA Section 121(h)(4)**; and additional costs, which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the One-Stop system but do not constitute infrastructure costs. These additional costs are described in **WIOA Section 121(i)**.

The One-Stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation ensures that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the One-Stop Career Center and relative benefit received. The One-Stop operating budget may be further refined by the One-Stop partners, as needed, to assist in tracking their contributions. It may be necessary at times

to separate the budget of a comprehensive One-Stop Career Center from a specialized One-Stop Career Center or an affiliate One-Stop Career Center.

### **Infrastructure Costs:**

Infrastructure costs of the One-Stop system are defined as non-personnel costs that are necessary for the general operation of the One-Stop Career Center, including: rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the One-Stop Career Center, including technology used for the Career Center's planning and outreach activities (**WIOA Section 121[h][4]**, **20 CFR 678.700[a]**, **34 CFR 361.700[a]**, and **34 CFR 463.700[a]**). This list is not exhaustive. For example, the costs associated with the development and use of the common identifier (i.e., AJC signage) and supplies, as defined in the Uniform Guidance at **2 CFR 200.94**, used to support the general operation of the One-Stop Career Center, may be considered allowable infrastructure costs.

- **Non-personnel Costs.** Non-personnel costs are all costs that are not compensation for personal services. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the One-Stop Career Center. Such costs may include service contracts with vendors or contractors, equipment, and supplies.
- **Personnel Costs.** In contrast to non-personnel costs for the One-Stop system, personnel costs include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in **2 CFR 200.430** (Compensation – personal services) and **2 CFR 200.431** (Compensation–fringe benefits) of the Uniform Guidance. For example, allocable salary and fringe benefit costs of partner program staff who work on information technology systems (i.e., common performance and reporting outcomes) for use by the One-Stop system as a whole would be personnel costs and would be identified as additional costs – not infrastructure costs. The cost of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that One-Stop system Career Center is a personnel expense. These costs, therefore, could not be included in infrastructure costs, but are included as “additional costs” in the One-Stop operating budget.

**Additional Costs:**

One-Stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the One-Stop system.

**Career Services:** One-Stop partners must ensure that at least some career services, described in **WIOA Section 134(c)(2)** are provided at the One-Stop Career Center. Additional requirements regarding career services may be found at **WIOA Section 121(b)(1)(A)(i)**, **WIOA Section 121(c)(2)(A)(ii)**, **WIOA Section 121(e)(1)(A)**, and **WIOA Section 121(i)(1)**, **20 CFR 678.760**, **34 CFR 361.760**, and **34 CFR 463.760**.

**Shared Operating Costs and Shared Services:** One-Stop partners also may share other costs that support the operations of the One-Stop Career Centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services (**WIOA Section 121(i)(2)**, **20 CFR 678.760**, **34 CFR 361.760**, and **34 CFR 463.760**). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that One-Stop Career Center.

**Direct Costs:**

As described in **2 CFR 200.413** direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy (i.e., WIOA staff providing ITA assistance only).

**Instructions:**

Please refer to the American Job Center Budget Template (Attachment II) and the Workforce Services Infrastructure Funding Agreement (Attachment III).

**One-Stop Partners (TEGL 17-16):**

One-Stop partners are the entities that carry out the program in a LWDA. The One-Stop system, as identified in **20 CFR 678.300**, **34 CFR 361.300**, and **34 CFR 463.300** must include comprehensive One-Stop Career Centers, and also may include affiliate One-Stop Career Centers or specialized One-Stop Career Centers. Required partner programs and additional partners that carry out their program in the LWDA are required to share infrastructure costs and certain additional costs (**20 CFR 678.700[c]**, **20 CFR 678.415**, **20 CFR 678.420[b]**, **34 CFR 361.700[c]**, **34 CFR 361.415**, **34 CFR 361.420[b]**, **34 CFR 463.700[c]**, **34 CFR 463.415**, and **34 CFR 463.420[b]**).

All One-Stop partners, whether they are required partners or additional partners, must contribute to infrastructure costs of the One-Stop Career Centers based on proportionate use and relative benefits received. The required One-Stop partners must provide access to their programs in the comprehensive Career Centers and contribute to the infrastructure costs of those Career Centers. These partners also make available each partner program's applicable career services at the comprehensive One-Stop Career Centers and may contribute to shared services and shared operating costs. Only those One-Stop partners that participate in the affiliate One-Stop Career Centers would be required to contribute to the infrastructure costs for those Career Centers, including in One-Stop affiliate Career Centers where "access" to programs, services, and activities are made available through a direct linkage or physical presence. When two or more grant recipients or contractors of a required partner program are carrying out the program in a LWDA, both of these entities must contribute to infrastructure costs, including at an affiliate Career Center, if those partners are participating in that affiliate Career Center. The financial contributions of One-Stop partners through a direct linkage will be different than those One-Stop partners with a physical presence, regardless of the type of Career Center.

**Contact:**

For any questions related to this policy contact Nicholas Bishop, Director of Compliance and Policy-Division of Workforce Services, at (615) 741-0286 or [Nicholas.Bishop@tn.gov](mailto:Nicholas.Bishop@tn.gov)

**Effective Date: March 13, 2017, revised December 1, 2017, revised February 22, 2018**

**Duration: Until further notice**

  
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Deniece Thomas, Assistant Commissioner - Workforce Services Division

**ATTACHMENT I - Memorandum of Understanding**

**ATTACHMENT II - Individual American Job Center Budget Template**

**ATTACHMENT III - Workforce Services Infrastructure Funding Agreement**